FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

MS4 Working Group

This AMENDMENT is made and entered into on the date fully executed below between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as "City," and **NewFields Environmental Holdco, LLC,** a Delaware limited liability company, 700 SW Higgins Ave, Missoula, MT 59803, referred to here as "Consultant."

RECITALS

1. The Parties entered into the MS4 Working Group Professional Services Agreement on July 10, 2025 ("the Agreement"), under which the Parties agreed to have Consultant perform professional services to assist with MS4 Working Group coordination.

2. The Parties desire to amend the Agreement to increase the project budget, update Consultant's billing rates for 2026, and extend the agreement date because MS4 Working Group activities have extended beyond the originally anticipated end date of December 2025.

AMENDMENT

Now therefore, in consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

A. Under Exhibit A of the Agreement, the section titled **Time Period** is hereby amended to read as follows:

   Consultant will perform the Services in the following time period: May 1, 2025 to December 31, 2026 or when the budget is reached for this SOW, whichever is sooner.

B. Under Exhibit A of the Agreement, the section titled **Compensation** is hereby amended to read as follows:

   With respect to the performance of the Services described herein, Client shall pay to NewFields up to $20,000 compensation in the form of professional service fees on the following time and materials basis.

   Senior Engineer – Matthew Peterson $220/hr

Technical Staff	$135/hr

NewFields will notify client and stop work when the budget of $20,000 is reached.

C. All other terms of the Agreement shall remain in full force and effect except as amended by this Amendment. If a conflict arises between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

D. The Parties agree that there are no third-party beneficiaries, intended or implied to this Agreement, except for the City of Great Falls and the City of Billings. As such, no other third party will have the right to rely on such work product or the Work. The foregoing limitation shall not apply to reliance on the deliverables by a governmental agency or authority, including the City of Great Falls and the City of Billings, or affiliate of client in furtherance of the purpose of the Work.

Commented [TC1]: Per Great Falls Attorney

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:

_____
[INSERT NAME]

MAYOR
City of Missoula, Montana

_____
Andrea Davis

ATTEST:

_____
Claire Trimble, City Clerk

(SEAL)

APPROVED AS TO FORM

_____
Ryan Sudbury, City Attorney